

REMARKS

This Application has been carefully reviewed in light of the Office Action mailed July 22, 2008. Claims 9-14 and 18-79 are pending in this Application. Claims 9-14 and 23-70 have been withdrawn without prejudice. Claim 21 has been amended. Claims 18-22 and 71-79 are under examination.

Continued Examination under 37 CFR 1.114

Applicant acknowledges with appreciation the withdrawal of the finality of the previous office action and the entry of Applicant's submission filed on April 30, 2008.

Claim Objections

Claim 21 is objected to for the use of "and/or". Claim 21 has been amended to address this objection.

Amendments to the Claims

Claim 21. The fiber cement product assembly recited in Claim 21 has been amended to address the claim objection raised in the Office Action to clarify that the protected prefinished fiber cement products are "stacked front-to-front, back-to-back, or front-to-front and back-to-back".

Claim Rejections under 35 U.S.C. § 103

In the Office Action, Claims 18-22 and 71-77 were rejected under 35 U.S.C. § 103 in view of U.S. Patent No. 6,949,160 granted to Weiss ("Weiss") in view of U.S. Patent No. 3,358,355 granted to Youssi ("Youssi"). As noted at page 4 of the Office Action, Weiss does not disclose that the protective layer has a separate adhesive layer as recited by independent Claims 18 and 71. For this teaching, the Examiner relies on the reference of Youssi.

Youssi discloses a siding panel 10 that may be prefinished to provide an exterior finish after installation. (3:20-25). "A strippable protective coating 19 is applied to the exterior finish." (3:40). Notably, Youssi does not teach a multilayer protective coating, in contrast to the multilayer protective layer recited in independent Claims 18 and 71. Youssi discloses that protective coating 19 is polyethylene film (3:45) that is "heat bonded" to the finish layer, (3:45-45) as noted at page 4 of the Office Action. The Examiner states that "the heat would form the adhesive layer from the materials and the exterior surface of the film would form a second layer." This interpretation disregards the recitation of Claim 18, which explicitly recites a multilayer protective film having a separate adhesive layer. Further, the Examiner provides no support for his assumption of what the effects of heat bonding are and therefore cannot be said to have established a prima facie case of obviousness. In fact, it is unclear why the Examiner would not take the position that the film attaches to the finish layer through friction created by shrinkage produced by "heat bonding". The Examiner also notes parenthetically that "strippable adhesives may also be used." However, Youssi does not provide any teaching or suggestion that the strippable adhesives are part of a multilayer protective film; rather, Youssi teaches that they are added as a separate layer (5:40 and throughout). Going further, Youssi notes that even in his

own invention, strippable adhesives are not usable in all instances, but “may be used in some instances.” (3:65-70)

Notwithstanding the above, the combination of Weiss and Youssi further fails to teach, suggest or disclose application of a multilayer protective layer comprising an adhesive layer to a non-adhesive finish layer and thus the combination does not teach independent Claims 18 and 71. For at least the foregoing reasons, Applicant respectfully submits that independent Claims 18 and 71 are in condition for allowance. As Claims 19-22 and 72-79 depend directly or indirectly from Claims 18 and 71, respectively, Applicant also respectfully submits that they are in condition for allowance.

Applicant has made a diligent effort to advance the prosecution of this application by pointing out with particularity how the claims distinguish over the prior art and respectfully submit that the Application is in condition for allowance. The Examiner is invited to call the undersigned if a telephone conference would expedite the allowance of the claims pending in this application.

No fees are believed due, however, I hereby authorize the Commissioner to charge any additional fees or refunds that may be required by this paper to Gardere Wynne Sewell LLP Deposit Account No. 07-0153. If an extension of time is required, the extension is hereby requested, and I authorize the Commissioner to charge any fees for this extension to the above Deposit Account.

**Please direct all correspondence to the practitioner listed below at Customer No.
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Respectfully submitted,

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[October 22, 2008]